

## **EXHIBIT A - 3**



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18.8. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

18.9. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

## **19. REQUIRING HEALTH BENEFITS FOR COVERED EMPLOYEES**

19.1. Notwithstanding any exemptions in the HCAO that may preclude application of the HCAO to this Agreement, Contractor shall comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at [www.sfgov.org/olse](http://www.sfgov.org/olse). Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

19.1.1. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

19.1.2. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

19.1.3. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 Days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 Days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

19.1.4. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

19.1.5. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed



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by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

19.1.6. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

19.1.7. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

19.1.8. Contractor shall keep itself informed of the current requirements of the HCAO.

19.1.9. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

19.1.10. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

19.1.11. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

19.1.12. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor shall cooperate with City when it conducts such audits.

19.1.13. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000.00 (\$50,000.00 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000.00, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000.00 in the fiscal year.

## 20. OTHER OPTIONS.

**20.1. Bicycle-Sharing Program.** After completion of environmental review of the City's Bicycle Plan, City, in its sole discretion, may exercise an option to negotiate in good faith for Contractor to implement, on an exclusive basis, a bicycle-sharing program to make bicycles available at selected transit stops through a pre-paid option similar to car-sharing business models. Such a bicycle-sharing program shall not have the effect of reducing any of the payments due to the SFMTA under Section 7 of this Agreement. Should the parties reach agreement, the agreement shall be reflected in an amendment to this Agreement, which will be subject to approval by the SFMTA Board and Board of Supervisors. If the parties fail to reach agreement on an amendment within 180 Days of the exercise of the option to negotiate (unless such time is extended by the SFMTA), the City shall have no further obligation to negotiate with Contractor for implementation of a bicycle-sharing program.

**20.2. Canopies over Subway Entrances.** During the term of this Agreement, City may exercise an option to negotiate in good faith for Contractor to design, install and maintain canopies over entrances to one or more subway stations in San Francisco. Should the parties reach agreement, the agreement shall be reflected in an amendment to this Agreement, which will be subject to approval by the SFMTA Board and Board of Supervisors. Exercise of such an option will also be subject to the approval and participation of the San Francisco Bay Area Rapid Transit District. If the


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parties fail to reach agreement on an amendment within 180 Days of the exercise of the option to negotiate (unless such time is extended by the SFMTA), the City shall have no further obligation to negotiate with Contractor for design and installation of canopies.

## 21. MISCELLANEOUS CONTRACT PROVISIONS

**21.1. San Francisco Office.** Contractor shall maintain a fully staffed business office within the City and County of San Francisco in order to facilitate coordination between City and Contractor.

**21.2. Qualified Personnel.** This Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the deadlines specified in this Agreement, and shall meet the staffing commitments made in its Proposal.

**21.3. Subcontractors.** City grants Contractor the authority to hire such subcontractors as Contractor deems necessary to fulfill the requirements detailed in this agreement, provided:

**21.3.1.** No substitution of a subcontractor that is certified as an SBE may be made at any time without the written consent of City; and

**21.3.2.** If an SBE subcontractor is unable to perform successfully and is to be replaced, Contractor will be required to make good faith efforts to replace the original SBE subcontractor with another SBE subcontractor.

**21.4. Notices.** Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by electronic mail, with a copy by U.S. mail or by fax, and shall be addressed as indicated below. The City will designate electronic mail addresses. Contractor shall provide the SFMTA with a copy of any notice or other communication it provides to any other City department or public entity in connection with its activities under this Agreement. Notices to the SFMTA shall be addressed by first class mail or facsimile as follows:

To City: San Francisco Municipal Transportation Agency  
 Real Estate Division  
 One South Van Ness Ave. 7<sup>th</sup> floor  
 San Francisco, California 94103  
 Fax: (415) 701-4341

with a copy to:

San Francisco Municipal Transportation Agency  
 Attn: Contracts and Procurements  
 One South Van Ness Ave. 7<sup>th</sup> floor  
 San Francisco, California 94103

To Contractor: Clear Channel Outdoor  
 President/General Manager  
 555 12th Street, Suite 950  
 Oakland, CA 94607  
 Fax: (510) 834-9410



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with a copy to:

Clear Channel Adshel  
Attn: President  
110 East 42<sup>nd</sup> Street, 18<sup>th</sup> floor  
New York, NY 10017  
Fax: (212) 818-0618

Either party may change the above contact information by serving written notice upon the other.

**21.5. Bankruptcy or Reorganization Proceedings.** In the event that Contractor files a voluntary petition in bankruptcy, or in the event that proceedings in bankruptcy are instituted against Contractor and Contractor is thereafter adjudicated bankrupt pursuant to such proceedings, or in the event that a court takes jurisdiction of Contractor and its assets pursuant to proceedings brought under the provisions of any federal reorganization act, or in the event that a receiver of Contractor's assets is appointed, or in the event that Contractor executes an assignment for the benefit of its creditors, City will have the right to terminate this Agreement forthwith. Such termination will be deemed to occur upon the happening of any of said events and, after that time, Contractor or its successor in interest by operation of law or otherwise will have no rights in or to this Agreement or to any of the privileges conferred under this Agreement.

**21.6. Non-Waiver of Rights.** The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, will not be a waiver of any such default or right to which the party is entitled, nor will it in any way affect the right of the party to enforce such provisions thereafter.

**21.7. Assignment.** This Agreement and the rights granted by the Agreement may not be assigned by Contractor without the express prior written consent of City. The City's consent may not be unreasonably withheld; however, no assignment will be approved unless the City concludes that the proposed assignee is in every way equally reliable and responsible and fully able to perform all the obligations of this Agreement. Written consent for any assignment will require amendment of this Agreement approved by the SFMTA, the Port and the Board of Supervisors on behalf of the City.

**21.8. Successors.** This agreement will bind and inure to the benefit of the successors or assigns of the parties hereto.

**21.9. Taxes.**

**21.9.1. Payment of Taxes.** Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.

**21.9.2. Possessory Interest.** Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

(a) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;



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(b) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code Section 480.5, as amended from time to time, and any successor provision.

(c) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code Section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

(d) Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

**21.10. Legal Relationship.** The parties declare that it is not their intention by this Agreement or any of the terms thereof to create a partnership, joint venture or agency relationship between them.

**21.11. Conflict of Interest.** Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

**21.12. Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement will be governed by the laws and regulations of the State of California and the City and County of San Francisco. Venue for all litigation relative to the formation, interpretation and performance of this Agreement will be in San Francisco.

**21.13. Section Headings.** The Section headings contained in this Agreement are for convenience in reference and are not intended to define or limit the scope of any provision of the Agreement.

**21.14. MacBride Principles--Northern Ireland.** The City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, Contractor acknowledges that it has read and understood this Section.

## **21.15. Nondiscrimination; Penalties.**

**21.15.1. Contractor Will Not Discriminate.** In the performance of this Agreement, Contractor agrees not to discriminate against any employee, SFMTA or City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status,





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disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

**21.15.2.Subcontracts.** Contractor agrees to incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from the City) and will require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection will constitute a material breach of this Agreement.

**21.15.3.Nondiscrimination in Benefits.** Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

**21.15.4.Condition to Contract.** As a condition to this Agreement, Contractor must execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

**21.15.5.Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor agrees to comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §12B.2(h) of the San Francisco Administrative Code, a penalty of \$50.00 for each person for each Day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

**21.16. Compliance with Americans with Disabilities Act.** Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to persons with disabilities. Contractor agrees to provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against persons with disabilities in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

**21.17. Resource Conservation.** Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

**21.18. Sunshine Ordinance.** In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between the City and persons or firms seeking contracts, will be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a



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private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request. Contractor shall cooperate with City in the compilation, copying and production of records in its custody that are subject to requests for public records.

### 21.19. Proprietary or Confidential Information.

**21.19.1. City Information.** Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that to the extent permitted by law, all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

**21.19.2. Contractor Information.** Contractor understands and agrees that the City's Sunshine Ordinance (Administrative Code, Chapter 67) and the California Public Records Act (Gov. Code Section 6250 *et seq.*), apply to the Agreement. Contractor shall clearly identify to City all information that Contractor provides to City that it considers to be proprietary, trade secret or is otherwise protected from disclosure under the California Public Records Act, the City's Sunshine Ordinance and other applicable law. If a public records request made to City includes information that Contractor has identified as confidential or proprietary, City will endeavor to provide Contractor reasonable notice of such request prior to disclosure of any such Records. Contractor may at its option then take whatever legal steps it deems appropriate to protect said information from disclosure to the public.

**21.20. Preservative-Treated Wood Containing Arsenic.** Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" means wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" means a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

**21.21. Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this Section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two years. The Controller will not consider Contractor's use of profit as a violation of this Section.




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**21.22. Limitations on Contributions.** Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000.00 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

**21.23. Protection of Private Information** Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

**21.24. Extent of Agreement.** This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 21.25.

**21.25. Amendments.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved as required under City law.

**21.26. Attorneys' Fees.** In the event that at any time during the term of this agreement either City or Contractor institutes any action or proceeding against the other relating to the provisions of this Agreement, or any default hereunder, then, and in that event, the unsuccessful party in such action or proceeding shall reimburse the successful party for the reasonable expenses of attorneys' fees and disbursements incurred by the successful party.

**21.27. Tropical Hardwood and Virgin Redwood Ban.** Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

**21.28. Compliance With Laws.** Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.



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## **21.29. Prevailing Wages.**

**21.29.1. Compliance with Laws.** Notwithstanding any provisions of Sections 1770 et seq. of the California Labor Code Sections 6.22(E), 6.22(F) and 21.25-1 of the San Francisco Administrative Code that may preclude application of prevailing wage requirements to this Agreement, Contractor and its subcontractors acknowledge and agree to comply with all provisions of Sections 1770 et seq. of the California Labor Code, San Francisco Administrative Code Sections 6.22(E) and 6.22(F). The parties agree that the correct prevailing wage rate for the bolting and concrete work associated with the installation of the Structures is the rate set by the State Department of Industrial Relations for "Laborer/Group 3" in Northern California. Contractor and its subcontractors will also comply with San Francisco Administrative Code Section 21.25-1 for maintenance of Structures under this Agreement. If Contractor or any of its subcontractor(s) is a party to a collective bargaining agreement setting forth prevailing wages for maintenance work on the Structures under this Agreement, the collective bargaining agreement(s) will control.

**21.29.2. Payroll Records.** Contractor and every subcontractor required to submit certified payroll records and labor compliance documentation shall provide to the City weekly certified payrolls and labor compliance documentation. If City receives a request for such records under the Public Records Act or Sunshine Ordinance will protect the privacy of the names and other personal information of the individuals whose records are being submitted, in accordance with the standards set forth in Labor Code Section 1776(e).

**21.30. No Third Party Beneficiaries.** Except as expressly provided herein, this Agreement is for the benefit of the signatories to the Agreement only and no other person or entity shall be entitled to rely on, receive any benefit from, or enforce against either party any provision of this Agreement.

**21.31. Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement will not be affected or impaired thereby, and (b) such provision will be enforced to the maximum extent possible so as to effect the intent of the parties and will be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

**21.32. Precedence.** In the event of any conflict or inconsistency between the terms of the Agreement and any incorporated document, they shall be governed in descending order of precedence as follows:

- 21.32.1.** This Agreement;
- 21.32.2.** Exhibits to the Agreement;
- 21.32.3.** RFP;
- 21.32.4.** Proposal.

**21.33. Biannual Meetings.** Contractor shall meet twice a year with the City for the purpose of reviewing its performance under this Agreement, including its program for maintenance and repair and the success of its advertising sales program.

**21.34. Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be



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liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000.00 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

**21.35. Disputes.** Disputes arising in the performance of this Agreement that are not resolved by agreement of the parties will be decided in writing by the Chief Financial Officer of the SFMTA. The decision will be administratively final and conclusive unless, within 10 Days from the date of such decision, the Contractor mails or otherwise delivers a written appeal to the Executive Director/CEO. Any appeal must contain the following: (a) a statement of the Contractor's position, (b) a summary of the arguments supporting that position, and (c) any evidence supporting the Contractor's position. The decision of the Executive Director/CEO will be administratively final and conclusive. Pending final resolution of a dispute hereunder, the Contractor must proceed diligently with the performance of its obligations under the Agreement. Under no circumstances may the Contractor or its subcontractors stop work due to an unresolved dispute. An alternative dispute resolution process may be used in lieu of the procedures set forth in this Section 21.35 if the City and contractor agree to such alternative procedures.

## 22. First Source Hiring Program

**22.1. Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Notwithstanding any exemptions in Chapter 83 that may preclude application of this Agreement to Chapter 83, Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

**22.2. First Source Hiring Agreement.** As an essential term of, and consideration for, any contract or property contract with the City, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Such agreement shall:

**22.2.1.** Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs may be certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

**22.2.2.** Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide


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qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry-level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

**22.2.3.** Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

**22.2.4.** Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

**22.2.5.** Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

**22.2.6.** Set the term of the requirements.

**22.2.7.** Set appropriate enforcement and sanctioning standards consistent with this Chapter that includes the right to cure a violation without incurring liquidated damages.

**22.2.8.** Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

**22.2.9.** Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

**22.3. Hiring Decisions.** Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

**22.4. Exceptions.** Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.





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**22.5. Liquidated Damages. Contractor agrees:**

**22.5.1.** To be liable to the City for liquidated damages as provided in this section;

**22.5.2.** To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

**22.5.3.** That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

**22.5.4.** That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

**22.5.5.** That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

(a) The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

(b) In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year; therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

**22.5.6.** That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

**22.5.7.** That in the event the City is the prevailing party in a civil action to recover liquidated damages for breach of a contract provision required by this Chapter, the contractor will be liable for the City's costs and reasonable attorneys fees. In the event that the Contractor is the





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prevailing party in said civil action, the City will be liable for the Contractor's costs and reasonable attorney fees.

**22.5.8.** Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA if the Contractor fails to cure the violation within 30 days or upon the next hiring opportunity for an entry level position.

**22.6. Subcontracts.** Contractor shall notify its subcontractors about the availability of the First Source Hiring Program and urge them to contact the First Source Hiring Administration when they have entry-level job openings.



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IN WITNESS WHEREOF, the parties hereto have caused this Advertising Transit Shelter Agreement to be executed, in quadruplicate, by their duly authorized officers, on the day and year first hereinabove written.

CITY AND COUNTY OF SAN FRANCISCO

San Francisco Municipal Transportation Agency  
Board of Directors  
Resolution No. 07-149  
Dated: Sept. 4, 2007

Nathaniel P. Ford, Sr.  
Executive Director/CEO

ATTEST:

Secretary,  
Municipal Transportation Agency  
Board of Directors

PORT  
City and County of San Francisco, by  
and through the San Francisco Port  
Commission

Board of Supervisors  
Ordinance No. 240-07  
Dated: 10/23/07

Executive Director

Attest:

Clerk of the Board

Port Commission Resolution No. 07-75  
Dated: Sept. 25, 2007

APPROVED AS TO FORM:

Dennis J. Herrera  
City Attorney

By   
Deputy City Attorney

CONTRACTOR

By   
William G. Hooper  
President, Northern California Division



**Municipal Transportation Agency**



## **San Francisco Municipal Transportation Agency**

**TRANSIT SHELTER**

**ADVERTISING AGREEMENT**

**EXHIBITS**



**Municipal Transportation Agency**



**EXHIBIT A**

**List of SFMTA Historic Shelters (All Non-Commercial)**

1. 21<sup>st</sup> & Chattanooga Streets (Southwest)
2. Duboce & Noe Streets (Northwest)
3. Junipero Serra Blvd. & Ocean Ave. (Northwest)
4. Laguna Honda (e/s) @ Forest Hill (Northeast)
5. Parnassus Ave. & Langly Porter St. (South)
6. Potrero Ave. & 23<sup>rd</sup> St.(East)
7. Quintara St. & 14<sup>th</sup> Ave. (Northwest)
8. Sunnydale Ave. & Santos St. (Southeast)



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**EXHIBIT B-1**  
**LIST OF SHELTERS AND KIOSKS BY NUMBER**

Shelter Number	Location	Commercial Non-Commercial Shelter Size (in feet)	Zone
1	Van Ness Ave. & McAllister St.	CPS	1
2	Van Ness Ave. & Union St.	C - 12'	1
3	Townsend St. & mid 03rd & 04 <sup>th</sup> St.-	C - 12'	1
4	Sutter St. & Stockton St.	C - 12'	1
5	Stockton St. mid Jackson & Washington (w/s)	C - 12'	1
6	Stockton St. mid Broadway & Pacific Sts (w/s)	C - 12'	1
8	Sacramento St. & Polk St.	C - 12'	1
9	Powell St. & California St.	C - 12'	1
12	Mission St. & Beale St.	C - 12'	1
13	Mission St. & 05th St.	C - 8'	1
14	Main St. & Mission St.	C - 12'	1
16	Kearny St. & California St.	C - 12'	1
17	Geary Blvd. & Leavenworth St.	C - 12'	1
21	04th St. & Folsom St.	C - 12'	1
22	Bayshore Blvd. & Cortland Ave.	C - 12'	2
23	Geary Blvd. & Masonic St.	C - 12'	2
24	Geary Blvd. & Van Ness Ave.	C - 12'	1
25	Masonic Ave. & Geary Blvd.	C - 12'	2
26	Sacramento St. & Fillmore St.	C - 12'	1
27	Silver Ave. & San Bruno Ave.	C - 12'	2
29	Sutter St. & Van Ness Ave.	C - 12'	1
30	Union St. & Van Ness Ave.	C - 12'	1
31	Geary Blvd. & Powell St.	C - 12'	1
33	03rd St. mid Jessie & Stevenson Sts. e/s	C - 16'	1
34	Van Ness Ave. & Chestnut St.	C - 12'	1
36	Sacramento St. & Davis St.	C - 12'	1
42	Townsend St. & 04th St.	C - 12'	1
45	Golden Gate Park (Acad. of Science) - Temp Down	NC - 12'	n
46	Golden Gate Park (DeYoung	NC - 12'	n





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	Museum)		
49	Laguna Honda Hospital	NC - 8'	n
50	Cabrillo St. & La Playa St.	C - 12'	2
52	Clay St. & Polk St.	C - 12'	1
53	06th Ave. & Geary Blvd.	C - 12'	2
54	Turk St. & Jones St.	C - 12'	1
56	Eddy St. & Polk St.	C - 12'	1
58	Mission St. & So. Van Ness St.	C - 12'	2
59	O'Farrell St. & Jones St. (bulb)	C - 12'	1
60	25th Ave. & Geary Blvd.	C - 12'	2
61	Divisadero St. & Geary Blvd.	C - 12'	2
63	Ocean Ave. & Harold St./PHELAN	C - 16'	2
64	Castro St. & Market St.	C - 12'	1
65	Larkin St. & McAllister St.	C - 12'	1
66	Silver Ave. & Mission St.	NC - 8'	n
67	Fulton St. & 08th Ave.	NC - 12'	n
68	Fulton St. & 37th Ave.	NC - 12'	n
69	Sacramento St. & Webster St.	NC - 8'	n
71	Recreation Center for the Handicapped	NC - 8'	n
72	Van Ness Ave. & Clay St.	C - 12'	1
73	Van Ness Ave. & Eddy St.	C - 12'	1
74	Van Ness Ave. & Eddy St.	C - 12'	1
75	Van Ness Ave. & O'Farrell St.	C - 12'	1
76	Van Ness Ave. & O'Farrell St.	C - 12'	1
77	Van Ness Ave. & Sutter St.	C - 12'	1
78	Van Ness Ave. & Sutter St.	C - 12'	1
79	Van Ness Ave. & Sacramento St.	C - 12'	1
82	16th St. & Mission St.	C - 12'	2
83	09th Ave. & Irving St.	C - 12'	2
84	Fulton St. & Masonic ST.	C - 12'	2
85	Clement St. & 06th Ave.	C - 12'	2
86	Ulloa St. & West Portal	C - 12'	2
87	Junipero Serra Blvd. & Ocean Ave.	NC - 12'	n
88	Hayes St. & Fillmore St.	NC - 8'	n
89	Van Ness Ave. & McAllister St.	CPS	1
90	Hayes St. & Van Ness Ave.	NC - 8'	n



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91	McAllister St. & Polk St.	CPS	1
92	19th Ave. & Judah St.	C - 12'	2
93	Geary Blvd. & 25th Ave.	C - 12'	2
94	16th St. & Bryant St.	C - 12'	2
95	Church St. & Duboce St.	C - 12'	2
96	Valencia St. & 14th St.	C - 12'	2
97	Geary Blvd. & 06th Ave.	C - 12'	2
98	19th Ave. & Lincoln Way	C - 8'	2
99	19th Ave. & Taraval St.	C - 12'	2
101	Portola St. & Woodside St.	C - 12'	2
105	19th Ave. & Junipero Serra Blvd.	C - 12'	2
108	Castro St. & 18th St.	C - 12'	2
111	03rd St. & Hudson Ave.	C - 12'	2
112	Presidio Ave. & California St.	C - 12'	1
113	Geary Blvd. & Park Presidio	NC - 12'	n
115	California St. & Commonwealth St.	C - 12'	2
118	04th St. & King St.	C - 12'	1
119	Mission St. & 30th St.	C - 12'	2
120	Mission St. & Naglee St.	C - 12'	2
121	South Van Ness St. & Mission St.	C - 12'	2
123	Balboa St. & 32nd Ave.	NC - 8'	n
125	Geary Blvd. & Arguello Ave.	C - 12'	2
126	Geary Blvd. & Arguello Ave.	C - 12'	2
127	Mission St. & Geneva Ave.	C - 12'	2
128	Mission St. & Geneva Ave.	C - 12'	2
132	Bayshore Blvd. & Arleta Ave. (Canopy)	C - 12'	2
133	Cortland St. & Mission St.	NC - 12'	n
135	Forest Hill Station	NC - 12'	n
136	Fulton St. & Parker St.	NC - 8'	n
137	Masonic Ave. & Hayes St.	C - 12'	2
138	Valencia St. & Cesar Chavez St.	C - 12'	2
139	San Bruno Ave. & Bacon St.	C - 12'	2
140	Irving St. & 07th Ave.	C - 12'	2
141	Irving St. & 09th Ave.	C - 8'	2
142	Marina St. & Laguna St.	C - 12'	1
144	Mission St. & 16th St.	C - 12'	2
145	Mission St. & 16th St	C - 12'	2



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146	09th Ave. & Lincoln Way	C - 12'	2
147	09th Ave. & Lincoln Way	C - 12'	2
148	Sutter St. & Laguna St.	C - 12'	2
149	Sutter St. & Laguna St.	C - 12'	2
150	Valencia St. & Cesar Chavez St.	NC - 8'	n
152	Van Ness Ave. & North Point	C - 12'	1
154	Irving St. & 02nd Ave.	NC - 8'	n
155	O'Farrell St. mid Stockton & Grant Sts.	C - 12'	1
157	Balboa St. & 25th Ave.	NC - 8'	n
160	Church St. & 20th St. (Muni Row)	NC - 8'	n
162	Geary Blvd. & Stockton St.	C - 12'	1
163	Kearny St. & Geary Blvd. (TD)	C - 16'	1
164	Kearny St. & Sutter St.	C - 12'	1
165	Larkin St. & Golden Gate	C - 12'	1
166	Mission St. & 01st St.	C - 16'	1
167	Mission St. & 03rd St.	C - 12'	1
168	Noriega St. & Sunset	NC - 8'	n
170	Polk St. & California St.	C - 12'	1
171	Post St. & Van Ness Ave.	C - 12'	1
173	Sacramento St. & Van Ness Ave.	C - 12'	1
174	Sunset Blvd. & Noriega St.	NC - 8'	n
177	05th St. & Folsom St.	C - 12'	1
178	05th St. & Folsom St.	C - 12'	1
179	23rd St. & Utah St.	NC - 12'	n
182	Balboa St. & 06th Ave.	C - 12'	2
184	Duncan St. & Diamond Heights	NC - 8'	n
185	Geary Blvd. & Divisadero St.	C - 12'	2
186	Geary Blvd. & Divisadero St.	C - 12'	2
187	Geary Blvd. & Laguna St.	C - 12'	1
188	Masonic Ave. & Turk St.	C - 12'	2
189	Mission St. & 02nd St.	C - 12'	1
190	Mission St. & 07th St.	C - 12'	2
191	Myra St. & Dalewood St. (Term.)	NC - 8'	n
192	O'Farrell St. & Van Ness St.	C - 12'	1
193	Sacramento St. & Kearny St.	C - 12'	1
194	Sutter St. & Fillmore St.	C - 12'	1
195	Sutter St. & Fillmore St.	C - 12'	1



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196	Washington St. & Mason St.	NC - 8'	n
197	03rd St. & Folsom St.	C - 12'	1
198	18th St. & Valencia St.	C - 12'	2
199	19 <sup>th</sup> Ave. & Crespi Dr.	NC - 12'	2
200	California St. & Divisadero St.	C - 12'	1
201	California St. & Grant St.	C - 8'	1
202	California St. & Van Ness St.	C - 12'	1
203	Ellis St. & Mason St.	C - 12'	1
204	Geary Blvd. & Laguna St.	C - 12'	1
206	Geary Blvd. (n/s) mid Presidio & Masonic Sts.	C - 12'	2
208	Mission St. & 04th St.	C - 12'	1
209	Ocean Ave. & San Jose Ave.	C - 12'	2
210	Post St. & Leavenworth St.	C - 12'	1
211	Potrero Ave. & 18th St.	C - 12'	2
212	Presidio Ave. & Geary Blvd.	C - 12'	2
213	Skyline Blvd. & Zoo Road	NC - 8'	n
214	Sloat Blvd. & 45th Ave.	NC - 12'	n
216	Van Ness Ave. & Market St.	C - 12'	1
217	24th St. & Dolores St.	NC - 8'	n
218	25th Ave. & Balboa St.	NC - 8'	n
219	California St. mid 6th & 7th Ave. s/s	C - 12'	2
220	California St. & Park Presidio	NC - 8'	n
221	Clay St. & Van Ness Ave.	C - 12'	1
222	Cole St. & Carl St.	C - 12'	2
223	Fillmore St. & Chestnut St.	C - 12'	1
224	Fulton St. & 08th Ave.	C - 8'	2
225	Judah St. & Sunset	NC - 8'	n
226	Masonic Ave. & Fulton St.	C - 12'	2
227	Mission St. & 24th St.	C - 12'	2
228	Mission St. & 24th St.	C - 12'	2
229	Park Presidio & Fulton St.	NC - 12'	n
230	Park Presidio & Geary Blvd.	NC - 12'	n
231	Polk St. & Broadway St.	C - 12'	1
232	Polk St. & Sutter St.	C - 12'	1
233	Polk St. & Union St.	C - 12'	1
234	Stockton St. & Green St.	C - 12'	1
236	Van Ness Ave. & Geary Blvd.	C - 12'	1



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237	Fillmore St. & Hayes St.	NC - 8'	n
238	Fillmore St. & Hayes St.	NC - 8'	n
239	Haight St. & Divisadero St.	C - 12'	2
240	Haight St. & Divisadero St.	C - 12'	2
241	Mission St. & 20th St.	C - 12'	2
242	Mission St. & 20th St.	C - 12'	2
243	Hayes St. & Shrader St.	C - 12'	2
244	Hayes St. & Shrader St.	C - 12'	2
246	04th St. & Howard St.	C - 12'	1
247	22nd Ave. & Irving St.	C - 12'	2
249	Fulton St. & Arguello Ave.	NC - 12'	n
250	Silver Ave. & Cambridge St.	NC - 8'	n
251	Silver Ave. & Cambride St.	NC - 8'	n
252	Sunset Blvd. & Judah St.	NC - 8'	n
253	Sunset Blvd. & Judah St.	NC - 8'	n
254	Sunset Blvd. & Taraval St.	NC - 8'	n
255	Sunset Blvd. & Taraval St.	NC - 8'	n
257	Masonic Ave. & Haight St.	C - 8'	2
258	Masonic Ave. & Haight St.	C - 12'	2
259	Mission St. & 09th St.	C - 12'	2
261	Sacramento St. & Grant St.	C - 8'	1
262	Leavenworth St. & Geary Blvd.	C - 12'	1
263	Sunset Blvd. & Quintara St.	NC - 8'	n
264	Sunset Blvd. & Quintara St.	NC - 8'	n
266	05th St. & Harrison St.	C - 12'	1
267	Bush St. & Leavenworth St.	C - 12'	1
268	California St. & Divisadero St.	C - 8'	1
270	Fillmore St. & Lombard St.	C - 12'	1
271	Fillmore St. & Sutter St.	C - 12'	1
272	Geary Blvd. & Fillmore St.	C - 12'	1
274	Geary Blvd. & Spruce St.	C - 12'	2
275	Geary Blvd. & Taylor St. (REVERS CANOPY)	C - 12'	1
276	North Point St. & Mason St.	C - 12'	1
277	Polk St. & California St.	C - 12'	1
280	Stockton St. & Sutter St.	C - 12'	1
281	Sunset Blvd. & Noriega St.	NC - 8'	n
282	Sunset Blvd. & Ocean Ave.	NC - 8'	n
283	Sunset Blvd. & Vicente St.	NC - 8'	n





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284	Sunset Blvd. & Yorba St.	NC - 8'	n
285	Sunset Blvd. & Yorba St.	NC - 8'	n
286	Sutter St. & Divisadero St.	C - 12'	2
287	Sutter St. & Polk St.	C - 12'	1
290	15th Ave. & Taraval St.	C - 12'	2
291	15th Ave. & Taraval St.	C - 12'	2
292	16th St. & Bryant St.	C - 16'	2
293	18th St. & Connecticut St.	C - 12'	2
294	19th Ave. & Taraval St.	C - 12'	2
295	25th Ave. & California St.	NC - 12'	n
296	25th Ave. & Geary Blvd.	C - 12'	2
298	Clement St. & 08th Ave.	C - 8'	2
299	Clement St. & 25th Ave.	C - 12'	2
300	Geary Blvd. & 20th Ave.	C - 12'	2
301	Geary Blvd. & 33rd Ave.	C - 12'	2
302	Mission St. & 18th St.	C - 12'	2
303	Mission St. & Brazil St.	C - 12'	2
304	Mission St. & Persia St.	C - 12'	2
305	Mission St. & Russia St.	C - 12'	2
306	Mission St. & Richland St.	C - 12'	2
307	Mission St. & Richland St.	C - 12'	2
308	Mission St. & Silver Ave.	C - 12'	2
309	Park Presidio & Balboa St.	NC - 8'	n
310	Park Presidio & California St.	NC - 8'	n
311	Park Presidio & California St.	NC - 12'	n
312	Park Presidio & Geary Blvd.	NC - 8'	n
313	Silver Ave. & Mission St.	C - 12'	2
314	Sloat Blvd. & West Portal (n/s)	C - 12'	2
317	3 <sup>rd</sup> St. & Gilman	NC - 12'	2
319	Bayshore Blvd. & Visitacion St.	C - 12'	2
320	Castro St. & Duboce St.	NC - 12'	n
321	Castro St. & Duboce St.	NC - 8'	n
322	Chestnut St. & Laguna St.	NC - 8'	n
323	Connecticut St. & 18th St.	C - 12'	2
324	Fillmore St. & Jackson St.	C - 8'	1
325	Judah St. & 46th Ave.	C - 8'	2
327	Mission St. & Acton St.	C - 12'	2
328	Monterey Blvd. & Foerster St.	C - 12'	2



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329	Monterey Blvd. & Foerster St.	C - 12'	2
333	Plymouth St. & Ocean Ave.	C - 12'	2
334	Plymouth St. & Ocean Ave.	C - 12'	2
336	Sacramento St. & Fillmore St.	C - 12'	1
339	Visitation Ave. & Bayshore Blvd.	C - 12'	2
340	05th St. & Bryant St. (Temp Down)	C - 12'	1
341	05th St. & Mission St.	C - 16'	1
342	06th Ave. & Clement St.	C - 12'	2
343	16th St. & Mission St.	C - 16'	2
344	24th St. & Mission St.	C - 12'	2
345	24th St. & Mission St.	C - 12'	2
346	Carl St. & Cole St.	C - 12'	2
347	Castro St. & 17th St.	C - 12'	1
348	Castro St. & 18th St.	C - 12'	1
350	Divisadero St. & Geary Blvd.	C - 12'	2
352	Eddy St. & Pierce St.	C - 12'	2
353	Haight St. & Laguna St.	NC - 8'	n
354	Hayes St. & Fillmore St.	NC - 8'	n
355	Hayes St. & Larkin St. (CANOPY/ 1 FACE)	C - 12'	1
357	Mission St. & 05th St.	C - 12'	1
359	Mission St. & 18th St.	C - 12'	2
360	Mission St. & 22nd St.	C - 12'	2
363	Sacramento St. & Stockton St. (Revers Canopy)	C - 12'	1
364	Turk St. & Larkin St.	C - 12'	1
365	24th St. & Guerrero St.	NC - 8'	n
366	46th Ave. & Taraval St.	NC - 8'	n
367	California St. & 06th Ave.	C - 12'	2
368	California St. & Laurel St.	NC - 8'	1
369	California St. & Laurel St.	C - 12'	1
370	California St. & Spruce St.	C - 12'	1
371	Castro St. & 22nd St.	NC - 8'	n
372	Clipper St. (n/s) & Diamond Heights Blvd.	NC - 8'	n
373	Eddy St. & Polk St.	C - 8'	1
374	Eddy St. & Van Ness Ave.	C - 12'	1
376	Fulton St. & 06th Ave.	NC - 8'	n